VOL. 25.

until death came to his relief.

and next week .- Newbern Times.

reported. - Newbern Times.

himself. - Golds. Mess.

tices present.

Supreme Court-Tuesday, July 20th .-

Hanover, dismissed.—Ral. Sentinel.

in the highest degree. On Tuesday we

and we hear the most satisfactory account

Tarboro' Southerner.

Tarboro' Southerner.

WORK ON THE WILLIAMSTON & TARBOR

OUGH RAILBOAD. - The different contrac

inished three miles from Tarborough.

A much larger force will probably soon

CHATHAM RAILROAD MEETING. -The an-

and meeting of the stockholders of the

Chatham Railroad Company was held at

the office of the Company at Raleigh on

Monday, the 19th inst., and was organi-

Charlotte, to the chair, and appointing

part of the charter of this company.

SUPREME COURT-Wednesday July 21.

Opinions were delivered as follows:

ay, from Alamance, Judgment affirmed.

In State vs. Wiseman, from McDowe'l,

In McAdoo vs. Benbow, from Guilford.

udgment reversed. Rodmon, J. dissent-

In Peebles vs. Peebles, from Wake, judg-

In Stanly vs. Massingill, from Johnston,

In Stephenson vs. Person, from North-

In Long vs. Pato, from Northampton,

By Rodman, J.-In State vs. Prince,

from Cherokee, judgment reversed.

Northampton, error, injunction vacated.

Treasurer. - Ral. Sentinel.

All the Justices present.

ment reversed and new trial.

Co., from Halifax, no error.

appeal dismissed.

leclaring rights.

ton, error.

ampton, error.

ton, no error. Affirmed.

john.

Tarborough Southerner.

then going on at every point of the line.

of the condition of their crops.

throughout the entire State.

ases of stealing on record.

such a contemptible sneak.

work rapidly forward.

from that place.

STATE NEWS

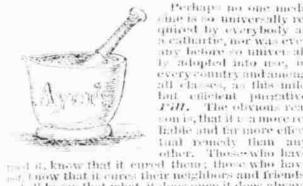
Goldsboro' Mess.

The Magnetia Balm changes the rustic Cour- one and a half o'clock, after a long and ad into a City Bolle more rapidly than any

pager, Sandara, Tan, Freekles, Blotches and tech of the Summer Sun disappear where it I and a genial, entitivated, fresh expres ablamed which rivals the Bloom of Youth. the possible to all who will invest 75 cente respectable stere and insist on getting the

no but Leon's Kathairon to Dress the

Aver's Cathartic Pills. and other generalisment out in Marketin in Allerda.



son is, that it is a more re Table and far more effect total remedy them an i a, know that it cured them; those who hav now that it cores their neighbors and friends if know that what it does once it does always at it never fails through any fault or neglect of unposition. We have, and can show, tho upon thousands of certificates of remarka e cares of the following complaints, but such the are known in every neighborhood, and why and we publish them? Adapted to all ages and additions in all climates; containing neither calculator any deleterious drug, they may be taken the safety by anybody. Their sugar coating prewhile being purely vegetable no harm ca e from their use in any quantity. they operate by their powerful influence on the

by restoring their irregular action to health, and arresting, wherever they exist, such derange amute directions are given in the wrapper or be box, for the following complaints, which these the Hyspepsia or Indigestion, Listlesssess, Languer and Loss of Appetire, they

end vegera to purity the blood and stimulate it

anach, howels, liver, and other organs of the

for Liver Complaint and its various symp Bilious Bleadache, Sick Bleadache, tannelice or Green Sickness, Bilious seconally taken for each case, to correct the diseased n or remove the obstructions which cause it.

for Mysenfery or Bharrhesa, but one mil-

tor Misconnitism, Cont. Gravel, Palpi tion of the Bleart, Pain in the Side, Back and Loins, they should be continuously then, as required, to change the diseased action of eystem. With such change those complaints

Dropsy and Dropsical Swellings they her the effect of a drastic purge. or Suppression a large dose should be take t produces the desired effect by sympathy.

a Dinner Pill, take one or two Pills to pro te digestion and relieve the stomach. In occasional dose stimulates the stomach and sels into healthy action, restores the appetite and invigorates the system. Hence it is often adodsereors where no serious derangement exist one who feels tolerably well, often finds that a dost or deaning and recovating effect on the dige sugative to required which we cannot enume here but they suggest themselves to everybox as where the virtues of this Pill are known th

for Diseases of the Throat and Lunes. such as Coughs, Colds, '8 hooping

Cough, Bronchitis, Asthma. and Consumption. reshably never before in the whole history. nea the confidence of mankind, as this exects medy for pulmonary complaints. Through a l on a has rulen higher and higher in the relehe it has become better known. It was noter and power to cure the various affeoler forms of disease and to young children, it be sometime the most effectual remedy that of mannet sudden attacks of Croup, it sho construct subject to colds and coughs, noigh seliled Consumption is thought i seemed seiffled, have been completely enred So complete is its mastery see the description of the Lungs and Throat, that the most destinate of them yield to it. When nothing de could reach them, under the Cherry Peeend they subside and disappear.
Suggest and Public Speakers find great pro

termeditis is generally cared by taking the wery Pectoral in small and frequent doses. - senerally are its virtues known that it is an ary to publish the certificates of them here raffy meintained.

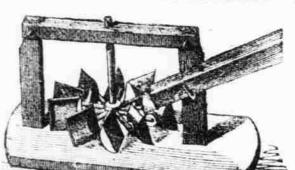
Prepared by DR. J. C. AYER & CO., LOWELL, MASS, is Sold in Wilmington by E. Willis, W. H. ppitt and all Druggists and Dealers everydec 16, 1868 - 67-ood1w-1tw

DAVIDSON COLLEGE,

Macklenburg Co., N.C.

THE THIRT THIRD COLLEGIATE YEAR will open Serve abor 2, 1869. Preparatory dediment discontinued. For Catalogue or other McPhalle, D.D., L.L. D. by order of the Paculty

WRIGHT'S PATENT SQUARE DISH WHEEL



THIS WHEEL is second to none. It utilizes aper, simple, powerful, easily transported. t can be put in running order at small expense. r circulars or further particulars, address

E. H. PECKHAM & CO., Box 6711, P. O., New York.

Fearful Storm. A severe bail storm visited the southern jection of Burr Oak Prairie, Wisconsin, the 6th instant. The track of the form was about half a mile wide, and thin it scarcely a green thing is left standing. Some of the grain was literally pounded into the earth. A Mr. Toynee had a rye field containing forty acres, and not a spear or blade is left standing. Other fields are in the same condition. llardly a pane of glass was left whole in any house within the limits of the storm. The cak grubs and saplings had their isaves and a great part of their bark whip-

A general drought prevails in the Lunenburg (Va.) section. Corn and tobacco are suffering greatly.

## Milmington

WILMINGTON, N. C., FRIDAY MORNING, JULY 30, 1869.

From the Raleigh Sentinel.

THE CROP PROSPECTS, -From almost Maj. John B. Griswold died at his resi lence in this town yesterday morning, at every quarter of this section cheering news comes to us as to the condition of the painful illness. His sufferings were great crops, the drouth having materially dam aged the prospect only in some localities We hope yet to see a fair return this Fall for the exertions of the farming public and eight prisoners in Craven street jail, four times .- Weldon News.

cree for plaintiff. -Raleigh Standard.

of which are females. Several have been AN EPISCOPAL CHURCH.—We are pleased existing contracts. discharged within a few days, and the sento know that an effort is to be made for the tence of many more will expire during this erection of an Episcopal Church in this place-the ladies at the helm of the move-The first cotton balls opened, were shown to us yesterday by Capt. J. W. Potter, from Potter & Hume's "Wildwood" Plantation. This places Craven county people, as nothing is more sadly needed ahead, it being the first open cotton balls in this place than a good house of worship. | collection of any debt. Weldon News.

We learn that Bozier's "melish" acted A preliminary examination int the ceeding in value one thousand dollars, to from Newbern yesterday merning. A col- wounding of Moss, was had before Mayor lision between some of the "melish," who Harrison yesterday. A large number of earry out said provision. were under the influence of "benzine," members of the company were examined, and one or two citizens was only prevent- and much of the testimony was very irrele- pairs the obligation of contracts, either ed by the timely interference of Bozier vant. Jeff. Bastion swore to seeing Ser- expressedly or by implication, it is against geant W. S. Walker bayonet Putney as the Constitution of the United States and him Putney was seizing a musket after threat- therefore void. ening to kill the guard. Michael Connolly The obligation of a contract is the duty Court met at the usual hour ; all the Jus- testified to having seen Sergeant Wm. Bell of its performance according to the terms bayonet Moss; and Hill swore that Con- thereof. Any act which alters its terms, In Hyman vs. Devereaux, from Halifax, nolly ran when the struggle commenced, or enables either party, without the conand could not see the scuffle, because his sent of the other to alter or evade its terms, order of judgment below, vacating injuneback was turned. No evidence was ad- impairs its obligation, and is, therefore, tion, affirmed that part of order which directs the surplus to be paid into Court, duced against Hood, who is confined at void. A promises to pay to B \$100 on a Goldsboro'. Walker was committed to given day. An act requiring him to pay a jail without bail; and Bell was committed day earlier, allowing him to pay a day In Mary McLaurin, ex parte, from New in default of \$5,000 bail to await the result later, would alter the terms as to time and of the wounds of Moss. Putney was buried impair the contract. So an act requiring THE CROPS-EDGECOMBE FARMERS.—The yesterday. Moss is quit: weak from the him to pay \$101, allowing him to discharge reports from our farmers are encouraging loss of blood, and is not out of danger. Raleigh Standard.

had the pleasure of meeting in our office and on the streets a large number of the best of Edgecombe's planters, and from all an old citizen of this county, was brutally And if, at the time of the contract, there It is no idle boasting to say that Edge | Moses Mott, on the highway near Little | it is the same as if the State were to say combe is regarded as the banner agricul- Bridge yesterday afternoon. The negro shall continue to be, laws to enable each tural county of North Carolina and that appears to have been drunk, and, taking party to enforce the contract. And after are looked to with considerable interest offense at some imaginary insalt from Mr. such assurance, if the State abolish, or in-Petteway, snatched a large hickory stick juriously change the remedy, it would be from the hands of that gentleman and A MEAN SNEAK. -Sometime during last struck him a terrible blow across the head, week a contemptible sneak thief broke inflicting a deep gash and felling Mr. Pet- fore the constitutional exemption, and through the windows of the Episcopal toway to the earth. The negro then jump-Church, at this place, and carried away the ed on Mr. Petteway and in his fury would the creditor a certain sum, we are to enalms box, which was attached to the wall probably have killed him, if it had not near one of the inner entrances. The box been for Mr. H. E. Scott, who had ridden It was to sue him, get judgment, issue was the receptacle for the pions offerings of the congregations in behalf of the poor up a few minutes previous, and who at as he might have subject to execution. of the congregations in behalf of the poor of the parish, and would be considered once pulled the negro off. A warrant has Observe, not levy upon and sell any parsacred from the touch of even the most been issued by Justice McQuigg for Mott's ticular property, or all he might have; but arrest. - Daily Journal 25th. We understand that the hardened wretch

failed to find any compensation for the Correspondence of the Journal. peapetration of one of the most villainous A North Carolina dress of tar and feath-

us would be too small a punishment for Tarboro', N. C., July 23, 1869. The installation came off yesterday morning as per appointment, after which the death of L. D. Pender, of Edgecombe Lodge, and a member of the Grand Lodge. tors upon this Road are pushing their was announced. A committee was appointed who presented suitable resolutions tively employed, who have, at various in commemoration of his many virtues the debtor. The Legislature abolished Constitution of the United States. There was given against Sheriffs for collecting points along the line, fully graded about and of condolence with his family.

en miles. Between this point and Bethel At the afternoon session it. Rep. Clark are employed one hundred, and grading is exemplified the unwritten work of the

Mr. H. D. Robason, at Robasonville, A resolution permitting Subordinate has about thirty, who have finished two miles, and a force of fifty at Williamston Lodges to instal their officers in public was

has pushed the work more than five miles adopted. The usual resolutions were passed, who the Grand Lodge closed its session with a be put upon the Road, and work will be

benediction by the Grand Chaplain. At night the Grand Lodge, together with Edgecombe Lodge and several visiting brothers, assembed at the Edgecombe

House to partake of a supper given in honor of the Grand Lodge. Joseph B. Batchelor and W. W. Vass

ter, C. H. K. Taylor and Jos. B. Little-At a meeting of the Board of Directors, merely refer. reld after the adjournment of the stock-

re elected President, and W. W. Vass, combe Lodge, some of them going with us as far as Rocky Mount. By Pearson, C. J.-In Newlin vs. Mur- know that the members of the Grand entitled to the highest consideration. Lodge will long remember the many kind nesses extended to them by the Odd Fel-

lows of Edgecombe Lodge. I would like to mention some of them, but where all seemed to vie with each other it would be invidious to particularize. The whole occasion will be a green spot in our memory, By Dick, J.—In Mason vs. Miles, from traveler, to which we will often turn in

## our weary pilgrimage through life. Y.

Pruning Tomatoes. In Crocker, ex parte from Wake, decree It is stated that gardeners in France cut By Reade, J. - In Harris vs. Ricks, Hill off the stem of the tomato plants down to In Haywood vs. Bryan, from Wake, no on them, thus impelling the sap into the branch to which they belong is also topped parties made it. And so, too, the remedy, down to their level; and this is done five as we have seen, stands word for word. times successively. By this means the plants become stont dwarf bushes, not over arose under an act of the Legislature them from falling over, sticks or strings the remedy to stand, except that it proviare stretched horizontally along the rows, ded that when the property levied on so as to keep the plants erect. In addi-should be offered for sale, it should not be By Settle, J.—In Greenlee vs. Greenlee; Cellence, unattainable by other means."

If the McDowell, Error, So that, secured until 1846. The Court said the With the policy of these exemptions this

In Hardle vs. Leath, from Caswell. De STEAD ACT.

livered by Judge Reade.

The question involved in this case : CRAVEN STREET JAIL.—There are thirty- a consequent return of something like good whether the provision in our State Consti tution exempting certain property from execution sale impairs the obligation of pre-The provision in the Constitution is as

Art. X. Sec. 1. The personal property of any resident of this State to the value ment will know no defeat, and we wish of five hundred dollars, to be selected by Court ordered the property to be sold for them God speed in their enterprise. We such resident, shall be and is hereby exknow that a response will be given by our empted from sale under execution or other final process of any Court issued for the Sec. 2. Every homestead and the dwell-

very badly while on the train coming up killing of militiaman Putney and the be selected by the owner thereof, &c., shall be also exempted. There has been suitable legislation to We concede that if this exemption im-

ing and buildings used therewith, not ex-

the debt with \$99 would alter the terms as to the amount, &c. We concede, also, that a contract must BRUTAL ASSAULT.-Mr. Jas. Petteway, ence to existing laws for its enforcement. be understood to be made with referassaulted and beaten by a negro named are laws in existence for its enforcement,

to the parties, there are now and so there violative of the Constitution of the United States and therefore void. 'The centract in this case was made be

therefore, when the debter agreed to pay quire what was the remedy for the enforcement of that contract?

only such as might be subject to execution. What is his remedy now under the Exemption Law? It is, to sue him, get Meeting of the Grand Lodge I. O. O. F. of judgment, issue execution, levy upon and sell such property as he has subject to execution. What is the difference in the remedy then and now? There is not only no injurious alteration, but there is no alteraation at all, so far as the proceedings are

creditor got his judgment he had two rem- of our sister States, or of the United States | themselves have been changed. edies; one the levy upon and sale of prop- in which general exemption laws have By the act of 1808, a summary remedy erty, and the other the imprisonment of been held to be an infringement of the by motion for judgment on ten days notice the remedy by imprisonment, which often being no decision against them, let us see money and failing to pay over. A motion brought the money when nothing else if there are any in their favor. would, leaving only the remedy against | The Legislature of New York, in 1842, dent liability. It was objected, that the the property. And then it was contended passed an act exemping from execution—act did not operate retrospectively. But that the abolishment of the remedy of im. in addition to former exemptions-"neces- this Court held the contrary, saying that prisonment impaired the contract. But sary household furniture, working tools the Courts in repeated cases, decided other- and team, not exceeding \$150 in value."- vested right, its constitutionality may be wise. The true import of the law being, The creditor obtained a judgment upon a inquired into; but when it alters the not that the parties should have any par- debt existing before the act, and levied on remedy or mode of proceeding as to ticular or specific remedy, but a sub- the debtor's team, a pair of horses. And rights previously vested, it certainly runs stantial and convenient one. In what the question was whether the exemption in a constitutional channel. The acts are way does the Constitutional exemption was good against pre-existing debts. The beneficial and should be favorably conalter or impair the contract which these opinion of the Court was elaborate and strued. Oates vs. Darden, 1 Murphy 501. parties made? How is the remedy changed? able, that the exemption was good, Morse | So a State Legislature may discharge a What was the law at the time of the con- vs. Gould, supra. The opinion is the more party from imprisonment upon a judgment tract, and which became a part of it? Was important as it re-revived and overruled in a civil action without infringing the it that all or any portion of the property, a former case in the same Court, Dank Constitution; for this is but a modificawhich the debtor had at the time of the vs. Guackenbush, cited by Judge Car- tion of the remedy, 3 Story on the Con. contract should be liable to execution sale? penter. When we entered the large dining-room | Was that the creditor's security for his zed by calling Col. John L. Morehead of of the hotel we found several tables grean- debt? Certainly not. The contract was vs. Kinzie and McCrackin vs. Haywood, may be applied to pending suits. Cooly ing under the most choice viands that personal and a lien upon nothing. Else, and indeed all the cases bearing on the how would it be if the debtor had no prop- subject, and distinguished them from that, sould tempt the epicure. We noticed erty? or, if he had any, how would it be as we have from this. In a late case in 9 The committee on Proxies reported that a large majority of the stock of the compa- Repiton, N. G. Zoeller, and ex-Gov. with property acquired after the contract? case of Morse vs. Gould, supra, is reny was represented in person and by Clark at the heads of the different tables. Or how, if a subsequent and more vigilant revived and approved. And in Brenson Clark at the heads of the different tables. Creditor should get ahead, and take the vs, Kinzie. Taney C. J. says: A State whole in execution? Or, in case of the Legislature may, if it think proper, direct of Directors, Treasurer, and of C. A. San- naught but the rattling of dishes and the debtor's death, how would the widow [get that the necessary implements of agriculford, Chief Engineer, were severally read clatter of knives and forks could be heard. dower, or a year's provision? Or, how ture, or the tools of a mechanic, or articles Presently the confusion ceased, the wreck would funeral expenses have the prefer- of necessity in household furniture, shall, The act of the last General Assembly, ence over all other debts? Those considerations apparel, not be liable to executive of entitled "an act to enable the Chatham was cleared away, and toasts, song and erations make it plain that no such electric on judgments, and regulations of Railroad Company to complete its Road," sentiment ruled the hour. Speeches were ment onters into the contract, as that any this kind have always been considered in no vested rights and are a part of the funratified the 10th day of April, 1869, was made-some of advice, some humorous- particular property which the debtor has every civilized community as properly beunanimously accepted and adopted as a wit and repartee was indulged until a late at the time of the contract, or which he longing to the remedy, to be exercised or liberally construed in favor of the person hour, when an Odd Fellows' ode was sung may subsequently acquire, shall be liable not by every sovereignty, according to its to be benefited. But we think they do wind up with a big supper at night. Y. The following gentlemen were elected with a vim. The Grand Chaplain pro- to execution sale; or that any particular own views of policy, or humanity. It must not depend upon construction, The plain Directors for the ensuing year, namely :- nounced a benediction, and we all sepa- remedy is guaranteed. The guaranty is reside in every State, to enable it to secure | words are that they shall apply to "any Dr. W. J. Hawkins, Geo. W. Mordecai, rated for our various stopping places.

Jos. B. Batchelor, Geo. Little, S. S. Roys
I forgot to mention that on Wednesday law and that there shall be a remedy to litigation, and to protect them in those struction, and we think an erroneous connight there was a grand ball given, to enforce it. And the contract is made not pursuits which are necessary to the ex- struction, that they can be restricted to which, as I did not participate, I can only with reference to the remedy exist- istence and well being of every com- any particular class of debts. ing, but also to such reasonable changes munity.' On Friday morning we were escorted to us the interest of society require, and the holders' meeting, Dr. W. J. Hawkins was the depot by various members of Edge- State may think proper to make.

Thus ended one of the most plasant ses- If there be such by the Courts of our sis-

The cases most pressed upon our atten tion in favor of the creditor are Bronson vs. Kinzie, 1 Howard 311, and McCracken vs. Haywood, 2 Howard 608, both decided by the Supreme Court of the United States. Bronsoa vs. Kinzie, where it was provided like an oasis in the desert to the weary in a mortgage deed, that if the money secured was not paid at a given time the mortgagee might enter and sell. And the Legislature of Illinois passed an act to the conditions not specified in the contract .the first cluster of flowers which appears This was clearly an alteration of the contract and impaired its obligation. It

The other case, McCracken vs. Haywood,

Clearly here was a deprivation of all remedy. But how is it in our case? The exnot exempt his future acquisitions. It decided, but leaves it unembarrassed,-And if it should happen, as in our case, that all the debtor's property falls under the execution, it was not within the purview of the Constitution that it should. but is only the "accident" of the debtor's property, and does not affect the law. In left to the creditor. Our attention was Judge Carpenter, of the Circuit Court of South Carolina, Purcell vs. Whaley, reported in the newspapers, declaring the exemption laws of South Carolina, which are substantially the same as ours, unconstitutional and void. The authorities relied on by the learned Judge were among others of less importance, the aforesaid Bronson act until 1848, and yet they were made to

Iournal.

in that case, the Judges in the Court of and household and kitchen furniture not Appeals were equally divided, and therefore the decision in the Court below stood; nor to the important fact, that in a subsequent case in 1854, in the same Court. Morse vs. Gould, 1 Kernan 281, the case of Dank vs. Gauckenbush was received and was restricted to subsequent debts. So overruled. Again, the case before Judge Carpenter did not involve the point whether the Exemption laws impaired the obligation of contracts, and therefore his opinion upon that question is only a dictum. -He states the principles involved in the may have been so in regard to necessaries, cases as follows: "The judgment was by yet our exemptions are too large, they are M. A. Paul Repiton, A. Barnes and W. J. law a vested right, a lien, a contract. Had not necessaries. If it be conceded that Yopp. the State the Constitutional power to divest | the Legislature has power to exempt anythe plaintiff of his rights, and vest them in thing as to existing debts, then what are the defendant. Upon the principles in necessaries is a question for the Legislavolved in the case, there is no dif- ture and not for the Court. But our exference between liens by mortgage and by emption laws heretofore have not been rejudgment, the former are specific, the lat- stricted to mere necessaries, but have ter general; but both are vested, legal looked to the "comfort and support of the

obligation of contracts, under the Consti- the change of manners and customs and tution of the United States; but of des- the condition of our people. It will readtroying liens and invading vested rights. under the Constitution of South Carolina. There is nothing therefore in that decision against any position, but the dicium of the learned Judges; for it is not pretended that in our case there was any lien or vested right, we are not therefore interested to inquire whether the learned Judge's decision, that "liens" and "vested rights" in framing their organic law.

Our attention was called also to a decis emption Laws.

It was formerly the ease that when a except as before stated, either in the Courts as before the Code. Even the Courts

It also re-revived the cases of Bronson

Against this view it is contended that tice. Woodberry in ordering the opinion of sense of that term. What would be a ject of sweet quinine, which was touched there are express decisions to the contrary. the Supreme Court of the United States prospective Homestead law? Evidently sions of the Grand Lodge that it was ever ter States, they are entitled to respectful, examples of legislation which might be laid off hereafter. What, as contra-distinmy privilege to attend. Our entire sojourn and it by the Supreme Court of the Uni-in Tarboro' was one grand ovation, and I ted States or by our own Court, they are tracts. And in Biglow vs. Pritchard 21, debtor and his family. And in Morse vs. emption laws are valid "though a case effect that the mortgagee should not enter might happen possibly where the exempt Homestead law declares its object upon its and sell as the contract said he might, but property would constitute all that the face to be, not to defeat debts, but to allow that he might enter and sell upon certain debtor possessed." And in a late case, to every resident of the State, "and his buds below the cluster, which pushes up changed the contract of the parties. But how of Mississippi decided that the Mississippi but in the language of Chief Justice Taney, In Hughes vs. Person, from Northamp- vigorously, producing another cluster of is the contract changed in our case? Not exemption law "was Constitutional as to flowers. "When these are visible, the at all. It stands word for word, as the contracts existing at the time of its passage." We have a decision of our own for itself." Court directly in point. In Dean vs. King 13. p. 20. the Court decides, Ruffin, C. J.

tracted in 1846.

No. 25 means could the creditor make his money. in that law, but it was made under the act it is sufficient for us that, "thus it is of 1848, and that it was valid. It is true written."

have escaped the attention of the Court, so it may be exempted by Statute. does not clog the execution sale with unu- nor of two eminent couns i who argued No question arises in this case to the in of corn or wheat, fifty pounds of bacon, ment reversed. beef or pork, or one barrel of fish, all necessary farming tools for one laborer, one what it would bring, as the only remedy bed, bedstead and covering for every two members of the family, and such other called also to an elaborate opinion of property as the freeholders may deem necessary for the comfort and support of such debtor's family; such other property not to exceed fifty dollars," apply to all debts contracted since 1st July, 1845. It is true that, by the act of 1844, some of these

vs. Kinzie and McCraken vs. Haywood, apply to debts as far back as 1st July, and we have seen they do not sustain 1845 So in 1866-'7 our Legislature passed an Another case cited by him and directly act exempting : All necessary farming and in point for him, is Dank vs. Guackenbush, mechanical tools, one work horse, one 3 Denio 591, decided first by the Supreme | yoke of oxen, one cart or wagon, one Court and then by the Court of Appeals of milch cow and calf, fifteen head of hogs, New York. But the attention of the learn- five hundred pounds of pork or bacon, iffed Judge was not called to the fact, that ty bushels of corn, twenty bushels of wheat,

exceeding \$200 in value." And this was not restricted to subse quent contracts, which is the more significant, as by the same act a homestead of one hundred acres without regard to value Subordinate Lodges. that exemptions applying to antecedent debts have had the sanction of our Legislature and of this Court, and of the practice of all the Courts for the last twenty years. But then it is said that while that debter's family." Rev. Code, Supra. And It will be seen, therefore, that the ques- the exemptions have been repeatedly and tion involved was not that of impairing the considerably increased to keep pace with ily appear that the late exemptions of personal property, in many instances, might greatly have exceeded \$509. If the Legislature can exempt personal property, it is not pretended that it may not in like manner exempt real estate—a homestead.

It is objected that the Homestead law ought not to be construed to operate retrospectively. We admit that this is the gencannot be abolished by a State Convention | eral rule of construction; with an exception, however, in favor of remedial, and as sometimes called beneficial laws. All our ion of Judge Orr, of the Circuit Court of laws in regard to remedies and procedure, South Carolina reported in the newspa- have been lately altered by the new Code pers, sustaining the South Carolina Ex- of Civil Procedure, and made to act retrospectively. No debt, no matter when con-We are not aware of a single decision tracted, can be sued for and recovered now

> was made against a Sheriff for an antece-"when an act takes away from a citizen a

251, Mason vs. Haite, 13 Wheaton, R 370.

A Statute changing the rules of evidence Con. L, 381. So a statutory privilege is not a vested

right, as exemptions of persons or property from taxation; or exemptions of property from being seized by attachment or excention, Id. 383. So Homesteads or other property which

are now exempt under the Constitution might be made liable by a subsequent Convention, Id. N.

If, therefore, the Homestead Laws were not retrospective in terms, yet, as they are remedial, beneficial laws, interfering with damental law of the land, they ought to be

But really the Homestead and exemp-And in a subsequent case Planters tion laws, although affecting antecedent Bank vs. Sharp, C. Howard 301, Mr. Jus- debt are not restrospective in the proper transactions of ordinary business, the subenumerated exemption laws, among the that which should allow a Homestead to be Pickering, the Supreme Court of Massachu- which makes valid a Homestead which has setts decided that the Legislature might been laid off heretofore. The great error is lawfully diminish the creditor's remedy to in supposing that the Homestead law is a enforce judgment by exempting a part of law to defeat debts. That is no part of the treatment of disease has not yet been the property of the debtor from attach | the object of the law. The laying off a made. ment on mesne process, or levy of execu- Homestead is the sole object and is prostion, for example, articles of farniture, pective altogether. If any debt is affected beds and bedding, &c., necessary for a by it, it is merely incidental. It may be conceded therefore, without affecting the presented to the Board of Aldermen, urg-Gould, supra, it is said that general ex- Homestead, that any law, the purpose of which is to defeat a debt is void. But the Stephenson vs. Osborne, 41, Miss. 119, re-children" and his "widow" a home and ported in the April number of the American the means of living, if they have them .-Law Review p. 476, the Supreme Court It is a question, not of defeating debts, which every civilized community regulates Diarrhora of Children. The thanks of the

is a question for the law making power, copies of his essay, one to be filed in the delivering the opinion that an exemption and not for the Courts. In our case, the archives of this Society and one to be sent In Futrell vs. Spivey, from Northamp- eighteen inches high. In order to prevent which allowed the contract to stand, and of 1848 was good against a debt conof 1848, was good against a debt con- and of the Legislature, and of the direct vote of the people in adopting the Consti-The case of Dean vs. King was this: tution, and of the Congress of the United to be read at the meeting in September tion to this, all the laterals that have no sold unless it brought two-thirds of its ap- The exemption laws of 1844 applied to States, which approved the Constitution. next, decree for plaintiff.

In Bessent vs. Harrison & Howell, from Rowan, judgment reversed venire de novo.

Is Sattle I. The state of the s

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whether he had much or little property, it exemption was not made under the law of Court has nothing to do. If they are CONSTITUTIONALITY OF THE HOVEL- could not be sold, and by no possible 1844, because "a mare" was not embraced within the power of the Legislature then

that it does not appear that it was objec- We have not thought it necessary to no-Opinion of the Supreme Court in the Case emption does not cover all, but only so ted, that the exemption act of 1848 could tice the suggestion, that inasmuch as the of Hill vs. Kester, from Rowan, De. much of the debtor's property, and does not apply retrospectively, but it could not sale of lands under execution is by Statute,

snal terms, "which" was the ground the case, that an exemption law of 1848, terference with vested rights under our upon which McCracken and Haywood was applied to a debt of 1846, did operate retrospectively as to the debt affected by it. is a provision in the Constitution itself .-We have, too, our Legislative construc- The only question is, whether it impairs tion, and the practice of our Courts under the obligation of contracts under the Conit, for the last twenty years. The Revised stitution of the United States. We think Code, adopted in 1856, makes the exemp- it does not. Jacob vs. Smallwood, 63, N. tion of : "One cow and calf, ten barrels C. R. This will be certified, &c. Judg

READE, J.

Correspondence of the Journal. Meeting of the Grand Lodge !, O, O, F, of North Carolina,

TARBORO' N. C., July 20, 1869. The Grand Lodge I. O. O. F. of North Carolina convened at 3 o'clock this day in the Hall of Edgecombe Lodge No. 50, and articles were exempted, but the bulk of was called to order by M. W. G. M. Caldthem were not embraced in any exemption | well.

> Prayer by the Chaplain. Upon the call of the roll the following flicers were found to be present :

R. A. Caldwell, M. W. G. M. O. W. Telfair, R. W. D. G. M. J. C. Wood, "G. W.

J. W. Gulick, " G. S. C. L. Parker, "G. T. Rev. A. Paul Repiton, R. W. G. C.

W. H. Clark, Rep. G. L. U. S. J. A. Williamson, G. Marshal. J. W. Beasley, G. Conductor. W. H. Willis, G. Guardian,

and a quorum of Representatives from the The Grand Master and Grand Representatives submitted their annual reports, which were referred to appropriate com-

The following standing committees were appointed: ON THE STATE OF THE ORDER .- P. (1)

On Supervision. - J. W. Beasley, J. F. Commault and R. F. Overman. On Petitions. - J. W. Beasley, M. A.

Smith and J. H. White. ON CONSTITUTION AND BY-LAWS. - C. L. Parker, C. E. Bennett and R. F. Over-

ON RETURNS ON SUBORDINATE LODGES, -W. J. Yopp, R. J. Jones and A. Barnes. ON CORRESPONDENCE. - J. A. Williamson , F. Ward and J. G. Elfaud.

ON SUBORDINATE LODGES RETURNS NOT Represented.—J. G. Eifaud. R. H. Rowe The Lodge then adjourned until to morrow at 8 o'clock.

WEDNESDAY MORNING, July 21st, The Lodge met this morning. D. G. M. Telfair in the Chair.

Prayer by the G. Chaplain. Most of the morning session was occu pied with the reports of the several com-

Rep. Yopp offered the following WHEREAS, A resolution was passed at a reguar session of this Grand Lodge in 1856, fixing the aid of admission into this Order at 45 years

Resolved, That said resolution be rescinded, and that this matter of admission to member ship be left to local legislation. After some discussion it was referred to a committee consisting of G. M. Caldwell

and Reps. Yopp and Barnes, which committee, after a short time, made a report recommending its adoption, which was agreed to by the Lodge.

It was decided to hold the next session of this Grand Lodge on the 3d Tuesday in July, 1870, at Goldsboro', N. C. The Lodge then adjourned until 34

The Lodge met according to adjourn ment, D. G. M. Telfair in the Chair. The time having arrived which had been

election was gone into with the following W. L. Smith, Grand Master. Dr. J. H. Baker, R. W. D. G. M. " G. W. " G. S. " G. T. D. Cogdell,

set apart for the election of officers, the

Rev. A. Paul Repiton, R. W. G. Chap P. S. Wisnant, R. W. G. M. R. A. Watson, "G. C. John Taylor, " G. G. D. D. G. M. 2d District, W. J. Yopp.

Installing officer Cape Fear Lodge, R. J. Nothing else of importance transacted. The Lodge closed to meet at 8+ o'clock To-morrow morning the officers will be

installed, the secret work of the Order

gone through with, and the session will

WILMINGTON, July 21st. The New Hanover County Medical Society met in the Special Court room at 81 o'clock p. m. The minutes of the last

meeting were read and approved. After reports of the committees and the at the last meeting, was brought up and considered at some length by the large this new agent being somewhat limited, a decision as to its efficacy and potency in

Upon motion, a committee of three were appointed to prepare a memorial to be ing in strong appeal to devise some means to improve the sanitary condition of certain portions of the city. The committee consists of Drs. King, Potter and Wood

It now being the regular time for the reading of an essay, Dr. W. Geo, Thomas. the President, arose and read an able "it is a question of policy and humanity, original and truly practical essay on the Society were tendered to Dr. T., and, upon Its wisdom or folly, justice or injustice, motion, he was requested to furnish two

Dr. F. W. Potter was appointed to prepare an essay on "Malignant Diseases."